

LEASE AGREEMENT

Portion of Cactus County Park
10295 Ashwood Street
Lakeside, California

LESSOR: County of San Diego,
a political subdivision of the State of California

LESSEE: First Weed Wacker Aerosquadron,
a California nonprofit corporation

APN: Portion of Assessor's Parcel Number 392-130-46

County Contract Number: **220033**

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LEASE AGREEMENT

This lease agreement (“Lease”) is dated December 17, 2020, for purposes of reference only and is between the County of San Diego, a political subdivision of the State of California (“County”), and First Weed Wacker Aerosquadron, a California nonprofit corporation (“Lessee”).

ARTICLE 1 LEASE OF PREMISES

County leases to Lessee and Lessee leases from County, for the rent and upon the covenants and conditions set forth in this Lease, approximately 3.97 acres of land improved with an asphalt paving landing strip, Lessee-constructed shade structure (“Shade Structure”), moveable storage container (“Storage Container”) and a parking area (“Premises”) located in the east portion of Cactus County Park, bounded on the west by Ashwood Street, on the south and east by a County Department of Public Works fence and on the north by the Hering Ranch easement road in the community of Lakeside and further identified as a portion of Assessor’s Parcel Number 392-130-46. The Premises is further depicted in EXHIBIT “A” DESCRIPTION OF PREMISES of this Lease.

ARTICLE 2 TERM

2.1 Term. The term (“Term”) of this Lease is five (5) years, beginning on January 1, 2021 (“Commencement Date”). The term “Lease Year” as used in this Lease shall mean the 12-month period beginning on the Commencement Date and each succeeding 12-month period thereafter during the Term.

2.2 Extension of Lease Term. Provided that Lessee is not in default of this Lease and subject to County consent, which consent may be withheld at County’s sole discretion, Lessee may request an extension of the Term of this Lease for one (1) additional term of five (5) years (“Extension Period”), subject to all original agreements, considerations, covenants, and conditions of this Lease, except for the Rent (defined in Section 3.1) which shall be subject to adjustment at the beginning of the initial Lease Year of the Extension Period pursuant to Section 3.2 Extension Period Rent of this Lease. To request an Extension Period, Lessee must provide County with written Notice (defined in Section 16.1) no less than one hundred twenty (120) days and no more than two hundred forty (240) days in advance of the expiration date of the Term of this Lease. If County does not consent to or deny a request for an Extension Period in a written Notice within sixty (60) days of the expiration date of the Term, the request will be deemed denied. If the Extension Period is consented to by County, the Term shall include the Extension Period.

2.3 Holding Over. Lessee shall not hold over in the Premises after the expiration or earlier termination of the Term without the express prior written consent of County. To the fullest extent permitted by law and in addition to and without limiting Lessee's indemnification obligations in Section 12.1, Lessee shall indemnify, defend, protect, and hold County harmless from and against all Claims (defined in Section 12.1) arising out of or in connection with any delay by Lessee in surrendering and vacating the Premises as required in Section 2.5. If possession of the Premises is not surrendered to County upon the expiration or earlier termination of the Term, in addition to any other rights and remedies of County under this Lease, Lessee shall make monthly payments in an amount equal to one hundred twenty-five percent (125.0%) of the amount of the annual Rent (defined in Section 3.1) in effect prior to the holdover divided by 12, in advance, on or before the first day of every calendar month during the holdover. As an example, if the Rent payable in effect prior to the holdover is five hundred dollars (\$500) per Lease Year, the amount payable during the holdover shall be six hundred twenty-five dollars (\$625) per Lease Year, payable in fifty-two dollars and eight cents (\$52.08) monthly installments in advance, on or before the first day of every calendar month during the holdover. County may further adjust the holdover amount upward during the holdover by providing Lessee with thirty (30) days written Notice (defined in Section 16.1). County's acceptance of any payment from Lessee shall not constitute County's consent to any holding over (which consent may only be granted expressly in a written Notice) nor County's waiver of any of County's rights or remedies. If any tenancy is created by Lessee's possession of the Premises following the expiration or earlier termination of the Term, the tenancy shall be on all of the terms and conditions of this Lease, except that Rent shall be increased as set forth above and the tenancy shall be a month-to-month tenancy subject to termination by County with thirty (30) days written Notice to Lessee.

2.4 Lessee Default; County Remedies; Termination of Lease. Subject to the Notice and cure provisions in this section, County shall have all rights and remedies available at law or in equity upon default by Lessee, including the right to terminate this Lease. The occurrence of one or more of the following events shall constitute a default by Lessee and a breach of this Lease:

- a. Lessee's failure to make any payment required under this Lease when due;
- or
- b. Lessee's default in the performance of any covenants, conditions, representations, warranties or other obligations under this Lease, other than those requiring payment to County; or
 - c. Lessee voluntarily files any petition under any bankruptcy or insolvency act or law; or
 - d. Lessee has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) days of filing; or

- e. Lessee is adjudicated a bankrupt; or
- f. Lessee makes a general assignment for the benefit of creditors; or
- g. Lessee abandons or vacates the Premises for a continuous period in excess of five (5) days; or
- h. Lessee uses the Premises for any unauthorized purpose.

On the occurrence of a default by Lessee, County shall notify Lessee of a default in a written Notice. If (i) Lessee fails to cure the default within ten (10) days following the receipt of a written Notice from County; or (ii) a default, other than a default requiring payment to County, is not curable within ten (10) days, and Lessee fails to commence to cure the default within ten (10) days and diligently pursue the cure to completion, County shall have all rights and remedies available at law or in equity, including the right to terminate Lessee's right to possession and this Lease. Any failure by County to promptly notify Lessee of a default in accordance with this Lease shall not be deemed a waiver by County of County's rights on default of Lessee or any subsequent default.

Even though an event of default may have occurred, this Lease shall continue in effect so long as County does not terminate Lessee's right to possession. In addition to County's rights and remedies under this Lease, County shall have the remedy described in State of California Civil Code Section 1951.4, or any successor code section, by the inclusion of the following: "County may continue lease in effect after Lessee's breach and abandonment and recover Rent as it becomes due, if Lessee has right to sublet or assign, subject only to reasonable limitations." Accordingly, if County does not elect to terminate this Lease on account of any event of default by Lessee, County may enforce all of County's rights and remedies under this Lease, including the right to recover Rent as it becomes due. Acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver under application of County to protect County's interest under this Lease or other entry by County upon the Premises shall not constitute an election to terminate Lessee's right to possession.

2.5 Vacation of Premises. Upon the expiration or earlier termination of this Lease, Lessee shall promptly and peaceably vacate and deliver the Premises to County in the same condition in which the Premises was provided to Lessee on the Commencement Date, except for Improvements (defined in Section 11.1) that County elects to keep pursuant to Section 11.1, ordinary wear and tear excepted. Upon the expiration or earlier termination of this Lease, Lessee shall promptly (i) provide a written Notice to County that contains Lessee's forwarding address and contact information, and (ii) deliver all keys to the Premises to County.

2.6 Removal of Improvements. Improvements installed by Lessee in accordance with the provisions of this Lease that are not a replacement or repair of any County-owned fixture or improvement on the Premises shall be and remain the property of Lessee, except for Improvements that County elects to keep pursuant to Section 11.1. The Improvements that remain the property of Lessee, shall be removed by Lessee prior to the expiration or earlier

termination of this Lease at Lessee's sole expense, provided that any damage to County's property or improvements is repaired and the Premises is left in or restored to the same or better condition as existed on the Commencement Date. If Lessee does not remove Lessee's Improvements prior to the expiration or earlier termination of this Lease, County may remove, sell, or destroy the Improvements at the expense of Lessee, and Lessee shall pay to County the cost to remove, sell, or destroy the Improvements, together with the cost of repairing any resulting damages to County's property or improvements, plus associated administrative expenses. At the option of County, any of Lessee's Improvements not removed by Lessee may be deemed abandoned pursuant to ARTICLE 19 ABANDONMENT of this Lease.

2.7 Removal of Personal Property. Prior to the expiration or earlier termination of this Lease, Lessee shall remove all Lessee's personal property, including, but not limited to, the Storage Container, movable furniture, trade fixtures, office equipment and supplies ("Personal Property") from the Premises. If Lessee fails to remove all Lessee's Personal Property from the Premises, County may dispose of the Personal Property as provided in Chapter 5.5 (commencing with Section 1993), Title 5, Part 4, Division 3 of the Civil Code of the State of California. Lessee shall repair, at Lessee's sole expense, any damage to Premises or Property caused by the removal of Lessee's Personal Property.

2.8 Limitation of Lessee Remedies. If County neglects or fails to perform or observe any of the terms, covenants, or conditions of this Lease on County's part to be performed or observed: (1) within thirty (30) days after the receipt of written Notice of default, or (2) when more than thirty (30) days are required because of the nature of the default, County fails to proceed diligently to cure the default after the receipt of a written Notice of the default, then County shall be liable to Lessee for any and all damages sustained by Lessee as a result of County's breach; provided, however, that:

(a) any money judgment resulting from any default or other Claim (defined in Section 12.1) arising under this Lease shall be satisfied only out of the current rents, issues, profits, and other income County receives from County's operation of Premises, net of all current operating expenses, liabilities, reserves and debt service associated with the operation of the Premises ("Net Income"); or

(b) no other real, personal or mixed property of County, wherever located, shall be subject to levy on any judgment obtained against County; or

(c) if the Net Income is insufficient to satisfy the judgment, Lessee will not institute any further action, suit, Claim, or demand, in law or in equity, against County for or on the account of the deficiency; or

(d) the neglect or failure shall not constitute consent by County for Lessee to perform or observe the terms, covenants, or conditions of this Lease at County's expense; or

(e) in no case shall County be liable to Lessee for any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any breach of or

default under this Lease or otherwise, notwithstanding anything to the contrary contained in this Lease; and

(f) Lessee shall have no right to terminate this Lease, except as otherwise expressly permitted in this Lease.

Lessee waives, to the extent permitted under law, any right to satisfy any money judgment against County except from Net Income. Notwithstanding anything to the contrary in this Lease, Lessee's right to seek damages from County as a result of a default by County under this Lease shall be conditioned on Lessee taking all actions reasonably required, under the circumstances, to minimize any loss or damage to Lessee's property or business, or to any Lessee Parties (defined in Section 12.1), or other third parties that may be caused by any default of County.

2.9 Automatic Termination. If the Permitted Uses (defined in Section 5.1) are (i) prohibited at any time during the Term by any federal, state or local statute, ordinance, regulation, or court opinion ("Use Prohibition"), or (ii) challenged as inconsistent with any use restrictions for the County-owned property that the Premises is part of and the Permitted Uses are deemed by County to be inconsistent with any use restriction ("Use Restriction"), the Term shall automatically terminate as of the effective date of the Use Prohibition or Use Restriction and all Rent owed under this Lease shall be equitably pro-rated on a per diem basis as of the termination date. To the fullest extent permitted by law and in addition to and without limiting Lessee's indemnification obligations to County in Section 12.1 of this Lease, Lessee shall defend and indemnify County Parties (defined in Section 12.1) from any Claim challenging the Permitted Uses as being inconsistent with any Use Prohibition or Use Restriction.

ARTICLE 3 **RENT**

3.1 Rent. Subject to the rent adjustment provisions in Section 3.2 of this Lease, Lessee shall pay as rent for the use and occupancy of the Premises the sum of five hundred dollars (\$500) per year ("Rent"). Lessee shall pay Rent in advance, beginning on the Commencement Date and on the commencement of each Lease Year thereafter ("Rent Due Date"), without setoff, deduction, prior notice or demand. If the Term is extended pursuant to Section 2.2 of this Lease, the Rent shall be subject to adjustment pursuant to Section 3.2 of this Lease.

3.2 Extension Period Rent. If the Extension Period is consented to by County pursuant to Section 2.2, the Rent for each Lease Year of the Extension Period shall be subject to adjustment as confirmed in a letter from County to Lessee, but in no event to an amount less than five hundred dollars (\$500) or more than six hundred dollars (\$600) per year.

3.3 Additional Rent. Lessee shall pay to County as "Additional Rent" those charges further described in Section 3.4 and Section 10.3 of this Lease and any other expenses, fees,

interest, charges, reimbursements of every kind and nature relating to the Premises that may arise or become due under this Lease that are Lessee's obligation, whether foreseen or unforeseen. Additional Rent shall be due within fifteen (15) days of the date of a written Notice from County to Lessee delivering an invoice for the Additional Rent ("Additional Rent Due Date").

3.4 Address for Rent and Additional Rent Payments. All Rent and Additional Rent together with other amounts of any kind (other than Rent) payable by Lessee to County under this Lease shall be made payable to the County of San Diego and shall include a reference identifying this Lease by the "County Contract Number" shown on the cover page of this Lease. Rent and Additional Rent shall be considered paid when delivered to:

County of San Diego
Department of General Services - Fiscal Section
RE: County Contract Number 220033
5560 Overland Avenue
Suite 410
San Diego, California 92123

County may, at any time, by written Notice to Lessee, designate a different address for the Rent and Additional Rent payments. County may, but is not obligated to, send Rent invoices to Lessee. All Rent due under this Lease is payable on the Rent Due Date regardless of whether Lessee receives a Rent invoice from County. Lessee assumes all risk of loss and responsibility for payment of late charges if payments are made by mail.

3.5 Failure to Pay Rent or Additional Rent; Late Charge.

a. The late payment by Lessee of any Rent or Additional Rent will cause County to incur expenses not contemplated under this Lease, the exact amount of which is difficult or impracticable to determine. These expenses include, without limitation, administrative, collection, processing, and accounting expenses. If any Rent is not paid by Lessee to County within five (5) days following the Rent Due Date, on the sixth day following the Rent Due Date Lessee shall immediately pay to County a late charge equal to five percent (5.0%) of the overdue Rent. If any Additional Rent is not paid by Lessee to County within five (5) days following the Additional Rent Due Date, on the sixth day following the Additional Rent Due Date Lessee shall immediately pay to County a late charge equal to five percent (5.0%) of the overdue Additional Rent. These late charges represent a reasonable estimate of County's expenses and is fair compensation to County for County's loss caused by Lessee's nonpayment. If Lessee pays the late charge but fails to pay all unpaid amounts of Rent or Additional Rent due under this Lease, County's acceptance of the late charge shall not constitute a waiver of Lessee's default with respect to the nonpayment by Lessee nor prevent County from exercising all other rights and remedies available to County under this Lease or to the fullest extent permitted by law.

b. In addition, if Lessee fails to pay Rent or Additional Rent at the time it is due and payable, any unpaid amounts shall bear interest at the rate of ten percent (10.0%) per year from the date due to the date of payment, calculated on the basis of monthly compounding with actual days elapsed compared to a three hundred sixty (360) day year. However, interest shall not be payable on late charges incurred by Lessee nor on any amounts on which late charges are paid by Lessee to the extent this interest would cause the total interest to be in excess of that legally permitted. If Lessee pays the interest but fails to pay all unpaid amounts of Rent or Additional Rent due under this Lease, County's acceptance of the interest payment shall not constitute a waiver of Lessee's default with respect to the nonpayment by Lessee nor prevent County from exercising all other rights and remedies available to County under this Lease or to the fullest extent permitted by law.

c. If a dispute arises between County and Lessee as to the correct amount of Rent or Additional Rent owed by Lessee, County may accept any sum tendered by Lessee as payment, without prejudice to County's claim as to the proper amount of Rent or Additional Rent owed. If it is subsequently determined that Lessee has not paid the full amount of Rent or Additional Rent owed, the late charge specified in this Lease shall apply only to that portion of Rent or Additional Rent still due and payable from Lessee. Notwithstanding any provision of this Lease to the contrary, County's Lease Administrator (defined in Section 21.4) may in its sole discretion waive any delinquency payment or late charge upon written application of Lessee.

3.6 Nonsufficient Funds Fee. If Lessee pays Rent or Additional Rent by check and the check is returned to County because of nonsufficient funds ("NSF"), Lessee shall pay County a service charge ("NSF Fee") of twenty-five dollars (\$25.00) for the first NSF occurrence and thirty-five dollars (\$35.00) for any subsequent NSF occurrence during the Term. The NSF Fee is in addition to any late charges due under this Lease. If more than one (1) NSF occurrence takes place during the Term, County may serve written Notice to Lessee that the next Rent or Additional Rent payments, for a period of up to three (3) months, shall be paid in cash. In addition, County may require by providing a thirty (30) day written Notice that all future Rent or Additional Rent payments must be in the form of electronic funds transfer, cashier's check, or money order.

3.7 Order of Payment. Payments received from Lessee shall be applied first to NSF Fees, then any late charges, interest or Additional Rent, then the oldest outstanding balance of Rent.

ARTICLE 4 **SECURITY DEPOSIT**

Lessee is not required to pay a deposit to County as security for Lessee's performance of this Lease ("Security Deposit"). The nonpayment of a Security Deposit will not be a limitation on County's damages or other rights under this Lease.

ARTICLE 5
POSSESSION AND USE

5.1 Permitted Uses. Lessee shall use the Premises for the sole purpose of operating model aircraft and the public education of flying model aircraft (“Permitted Uses”), subject to the provisions of Section 5.1.1 Rules and Regulations, and for no other use unless previously consented to by County in a written Notice, which consent may be granted, conditioned or withheld at County’s sole discretion. For purposes of this Lease, “model aircraft” includes recreational or hobbyist “Unmanned Aircraft Systems” and “small Unmanned Aircraft Systems” (collectively, “UAS”). No one other than Lessee, and Lessee’s agents, volunteers, employees, guests, invitees, or any sublessee of Lessee consented to by County as provided in ARTICLE 13 ASSIGNMENT AND SUBLETTING is permitted to use the Premises for the Permitted Uses described in this Lease, and Lessee shall be fully responsible for the activities of Lessee Parties (defined in Section 12.1).

5.1.1 Rules and Regulations.

5.1.1.1 Federal Aviation Administration (FAA) Regulations. Lessee and Lessee’s agents, volunteers, employees, guests, invitees, and sublessees shall comply with all Federal Aviation Administration regulations (“FAA Regulations”) governing the operation of model aircraft and UAS.

5.1.1.2 County Regulations. To the extent not preempted by FAA Regulations and Laws (defined in Section 5.3), Lessee and Lessee’s agents, volunteers, employees, guests, invitees, and sublessees shall comply with the provisions of County Administrative Manual Item 0050-02-11 (“County Regulations”), which may be amended, revised, supplemented or replaced from time to time during the Term. By initialing in the space below, Lessee acknowledges receiving and signing a copy of the County Regulations in effect as of the Commencement Date.

Lessee’s Initials:  Lessee’s Initials: _____

5.1.1.3 Department Rules and Regulations. To the extent not preempted by FAA Regulations, County Regulations and Laws, County’s Department of Parks and Recreation (“Department”) may also implement additional rules and regulations governing the Permitted Uses (“Department Rules and Regulations”), which may be amended, revised, supplemented or replaced from time to time during the Term. By initialing in the space below, Lessee acknowledges receiving and signing a copy of the Department Rules and Regulations in effect as of the Commencement Date.

Lessee’s Initials:  Lessee’s Initials: _____

5.2 Duties and Prohibited Conduct. Lessee shall not use nor permit the use of the

Premises in any manner that will create waste or a nuisance. Lessee shall not use nor permit any person or persons to use the Premises for the sale or display of any goods and/or services, that, in the sole discretion of County, are inconsistent with the Permitted Uses. Lessee shall keep the Premises in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the Permitted Uses.

5.3 Compliance with Laws. Lessee, at Lessee's sole expense, shall procure, maintain and hold available for County's inspection any governmental license or permit required for the proper and lawful conduct of Lessee's business. Lessee, at Lessee's sole expense, shall at all times during the Term promptly comply with all applicable federal (including, but not limited to, Americans with Disabilities Act of 1990 ("ADA")(42 USC Sections 12101 – 12213)), state and local laws, statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements ("Laws") regulating Lessee's use of the Premises. The final judgment of any court of competent jurisdiction, or the admission of Lessee or any sublessee or permittee, in any action or proceeding against Lessee or any sublessee or permittee, whether or not County is a party to the action or proceeding, that Lessee, or any sublessee or permittee, has violated any Laws pertaining to the use of the Premises, shall be conclusive as to the violation between County and Lessee.

5.4 Non-interference. Lessee's use of the Premises shall not unreasonably interfere with public use of the County-owned property adjoining the Premises.

5.5 Non-discrimination. When using the Premises pursuant to this Lease, Lessee shall not discriminate or permit discrimination in any manner against any person or class of persons because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition, family and medical leave, marital status, sex, sexual orientation, age, veteran status or any other status protected by law.

5.6 Fees. Any fee charged for the recreational use of the Premises shall be in a reasonable amount and shall not have the effect of unduly limiting use of the Premises by the public.

ARTICLE 6

UTILITIES AND SERVICES

6.1 Utility Services. Lessee, at Lessee's sole expense, shall provide and pay for all utilities and services necessary for the use and occupancy of the Premises, including, but not limited to, gas, water, electricity, sewage charges or septic service, telephone service and internet service.

6.2 Trash Removal. Lessee, at Lessee's sole expense, shall provide and pay for trash receptacles and trash removal from the Premises and shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition.

6.3 Weed Control. Lessee shall provide weed control on unpaved areas within the Premises.

ARTICLE 7 **MECHANICS' LIENS**

Lessee shall pay, or cause to be paid, all expenses for work performed by Lessee, or caused to be performed by Lessee, on the Premises, and for all materials furnished for or in connection with any work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged of record within ten (10) business days after it is filed. To the fullest extent permitted by Law and in addition to and without limiting Lessee's indemnification obligations in Section 12.1 of this Lease, Lessee shall indemnify, defend and hold County harmless from any and all liability, loss, damage, attorneys' fees and all other expenses on account of Claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee.

ARTICLE 8 **SECURITY**

8.1 Premises Security. Lessee shall be responsible for and shall provide for the security of the Premises.

8.2 Gates. The gates to the Premises are secured with a series of multiple locks arranged in a daisy chain system. Lessee shall provide combination locks within the daisy chain system and provide County with the combination to the locks. Lessee shall be responsible for securing the lock on the perimeter gates any time the Premises is not in use. Prior to the expiration or earlier termination of the Lease, Lessee shall remove Lessee's locks from the gates.

ARTICLE 9 **TAXES, ASSESSMENTS AND FEES**

9.1 Responsibility for Payment of Taxes and Assessments. County shall not be liable for paying any taxes or assessments accruing against Lessee on the Premises or any interest of Lessee in the Premises before, during or after the Term of this Lease. All tax payments shall be the sole responsibility of Lessee. Lessee shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, fixtures or personal property located on the Premises, to the extent that the taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

9.2 Definition of Taxes. As used in this Lease, the term "taxes" means all taxes, payments required in association with governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but

not limited to, (i) any state, local, federal, personal or corporate income tax, or any real property or Personal Property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (v) any increases in taxes attributable to the sale of Lessee's leasehold interest in the Premises, or (vi) any taxes which are essentially payments to a governmental agency for the right to make Improvements to the Premises.

9.3 Creation of Possessory Interest. Pursuant to the provisions of State of California Revenue and Taxation Code Section 107.6, Lessee is advised that the terms of this Lease may result in the creation of a possessory interest. If a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on the possessory interest. Lessee shall be solely responsible for the payment of any real property taxes. Lessee shall pay all taxes when due, and shall not allow any taxes, assessments or fees to become a lien against the Premises or any improvement on the Premises. Lessee shall not be prevented or prohibited from contesting the validity of any tax, assessment or fee in a manner authorized by law.

ARTICLE 10

REPAIRS; MAINTENANCE

10.1 Acceptance of Premises. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the Commencement Date, and accepts the Premises in its presently existing, "as-is" condition as of the Commencement Date. Lessee acknowledges that County has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on Lessee's inspection of the Premises with respect to the condition of the Premises.

10.2 Lessee's Repair, Maintenance, Restoration and Replacement Obligations. Lessee, at Lessee's sole expense, shall at all times during the Term repair, maintain, restore and replace all portions of the Premises, including, but not limited to, the Shade Structure and Storage Container, in a good and tenable condition to the reasonable satisfaction of County. Lessee's repair, maintenance, restoration and replacement obligations under this Lease shall apply regardless of whether the repairs, maintenance, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Lessee Parties. All replacements made by Lessee in accordance with this Lease shall be of like size, kind and quality to the items replaced and shall be subject to County's prior written consent. Upon surrender of the Premises, Lessee shall deliver the Premises to County in good order, condition and state of repair, ordinary wear and tear excepted.

10.2.1 Exception to Lessee's Repair, Restoration or Replacement Obligations. If the Shade Structure and/or Storage Container are damaged by casualty or otherwise, this Lease shall continue in full force and effect and Lessee may upon written Notice to County and at Lessee's sole expense, either: (i) replace the Shade Structure and/or Storage Container, or (ii) demolish and remove the Shade Structure from the Premises and/or remove the Storage Container from the Premises. Lessee hereby acknowledges and agrees that under no

circumstances shall County be required to repair and/or replace the Shade Structure or the Storage Container if either or both are damaged or destroyed.

10.3 County's Repair and Maintenance Obligations. County, at County's sole discretion, shall repair and restore any portions of the asphalt runway on the Premises as part of routine closed burn site maintenance.

10.4 Lessee's Failure to Repair, Maintain, Restore or Replace. If Lessee refuses or neglects to repair, maintain, replace or restore the Premises in a manner reasonably satisfactory to County, County may, upon giving Lessee written Notice, make the repairs, replacement or restorations or perform the maintenance on behalf of and for the account of Lessee. If County makes or causes any repairs, replacements, restorations, or maintenance to be made or performed, as provided for in this Lease, Lessee shall pay County's expenses, including administrative expenses, as Additional Rent

10.5 County Not Obligated to Repair or Maintain; Lessee's Waiver of State of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of State of California Civil Code Section 1942 ("CC Section 1942"), or any successor statute CC Section 1942, the provisions of this Lease shall control. Lessee specifically waives any right Lessee may have pursuant to CC Section 1942 to effect maintenance or repairs to the Premises and to abate any resulting costs from the Rent or Additional Rent due to County under this Lease.

10.6 Certified Access Specialist Inspection. Pursuant to the provisions of State of California Civil Code Section 1938, the Premises has not been inspected by a Certified Access Specialist ("CASp") to determine whether the Premises complies with all applicable construction-related accessibility standards pursuant to State of California Civil Code Section 55.53. A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, County may not prohibit Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Premises by Lessee, if requested by Lessee. County and Lessee shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the expense of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Nothing in this section shall relieve Lessee from complying with all of Lessee's obligations as to the Premises, as set forth in Section 10.2 of this Lease.

ARTICLE 11 **IMPROVEMENTS AND ALTERATIONS**

11.1 Improvements. Lessee may, at Lessee's sole expense, from time to time during the Term add fixtures or make permanent nonstructural alterations, replacements, additions, changes, and/or improvements ("Improvements") to the Premises as Lessee may find necessary

or convenient for the Permitted Uses, subject to the prior written consent of County, which consent may be granted, conditioned or withheld at County's sole discretion, and provided that the proposed Improvements will not diminish the value of the Premises. In no event shall Lessee make or cause to be made any penetration into or through the roof or floor of any structure on the Premises without obtaining the prior written consent of County, which consent may be granted, conditioned or withheld in County's sole discretion. Prior to the expiration or earlier termination of the Term, County shall provide a written Notice to Lessee stating whether County elects to keep any Improvements installed by Lessee pursuant to this Section 11.1.

11.2 Construction Requirements. All Improvements made to the Premises shall be made under the supervision of a competent architect or licensed structural engineer and made in conformity with plans and specifications consented to in writing by County prior to the commencement of the work. Lessee shall provide a minimum of three (3) sets of working drawings or plans showing the proposed Improvements, for County's consent, prior to commencing work. All work with respect to any Improvements must be performed in a good and workmanlike manner, commence within ninety (90) days following County's consent, and diligently completed to ensure that the Premises shall at all times be a complete unit except during the period of work. Upon completion of the work, Lessee shall record a Notice of Completion in the office of the San Diego County Recorder, as required or permitted by law, and Lessee shall deliver to County, within ten (10) days after completion of the work, a copy of the Notice of Occupancy and the building permit for the work. Within sixty (60) days following completion of any Improvements, Lessee shall provide County with two (2) complete sets of "as-built" plans of the Improvements. Lessee shall construct all Improvements in accordance with applicable Laws and shall provide to County unconditional mechanic lien waivers in statutory form executed by contractors, subcontractors, labor suppliers, and materialmen, as the case may be.

11.3 County's Expenses; Indemnity. Lessee shall reimburse County for all reasonable expenses (including, without limitation, any architectural and/or engineering fees) incurred by County in approving or disapproving Lessee's plans for Improvements. To the fullest extent permitted by law and in addition to and without limiting Lessee's indemnification obligations in Section 12.1, Lessee shall be liable for and shall indemnify and defend County from any Claims arising from Lessee's construction or installation of any Improvements consented to by County under this Lease.

11.4 Prevailing Wage. To the extent rent credits, reduced rent, or other payment from County funds Lessee's construction, alteration, demolition, installation, repair, refuse and ready mix concrete hauling, or maintenance work performed on the Premises and the amount of the payment provided exceeds one thousand dollars (\$1,000), the project shall be deemed a "public work" for prevailing wage purposes. It is not the intent of this Lease to impose an obligation to pay prevailing wages on work otherwise exempt from the State's prevailing wage laws. Lessee shall be solely responsible for ensuring prevailing wages are paid when owed. Projects subject to the payment of prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Lessee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are

completed in accordance with the State's prevailing wage regulations. Information regarding the State's prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at: www.dir.ca.gov, State of California Labor Code Section 1720, et seq., and 8 State of California Code of Regulations Section 16000, et seq. ("Labor Code"). To the fullest extent permitted by law and in addition to and without limiting Lessee's indemnification obligations in Section 12.1, Lessee shall defend, indemnify, protect and hold County and County Parties harmless from any Claims arising in part or in whole from Lessee or Lessee's agents, contractors, or employees' noncompliance with the duties prescribed by this section or the requirements imposed by the Labor Code.

ARTICLE 12

INDEMNITY AND INSURANCE

12.1 Lessee's Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Lessee shall hold harmless, defend at Lessee's own expense and indemnify County and County's elected officials, officers, employees and agents (collectively, together with County, the "County Parties"), against any and all claims, demands, liabilities (including sums paid in settlement of claims), judgments, awards, penalties, fines, mechanics liens or other liens, labor disputes, losses, damages, personal injury, property damages (real property or Personal Property) or loss, and expenses, charges, or costs of any kind or character (including attorneys' fees and court costs) (collectively, "Claim" or "Claims") related to this Lease or Lessee's occupancy of the Premises and arising either directly or indirectly from any act, error, omission or negligence of Lessee or Lessee's contractors, licensees, agents, volunteers, invitees, sublessees, servants, employees, [or any trespassers] ("Lessee's Parties"), including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Lessee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole negligence or willful misconduct of County Parties. Notwithstanding anything to the contrary in this Lease and to the fullest extent permitted by law, Lessee's indemnification obligations provided for in this section shall survive the expiration or earlier termination of this Lease.

12.2 Lessee's Insurance Obligations. Without limiting Lessee's indemnification obligations to County under this Lease, Lessee shall provide and maintain, during the Term and for any other period required in this Lease, at Lessee's sole expense, insurance in the amounts and form specified in EXHIBIT "B" INSURANCE REQUIREMENTS.

12.3 County's Insurance. County maintains a policy of All-Risk Insurance covering County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. County uses a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out County's use or occupancy of the Premises.

ARTICLE 13
ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or involuntarily assign, sublease, mortgage, encumber, or otherwise transfer all or any portion of the Premises or Lessee's interest in this Lease, or enter into any management agreements, concessions, licenses, or any other arrangement that allows the possession, use, or occupancy of the Premises by anyone other than Lessee (each, a "Transfer"), without County's prior written consent. County's consent to any Transfer shall be conditioned upon the transferee agreeing in writing that it will assume the rights and obligations of Lessee under this Lease with respect to the transferred interest, and that the transferee will keep and perform all covenants, conditions, and provisions of this Lease that are applicable to that interest. County may withhold consent to any Transfer at County's sole discretion. Any attempted Transfer without County's consent shall be void and shall constitute a default by Lessee under this Lease.

ARTICLE 14
COUNTY'S RIGHT OF ACCESS

14.1 County's Right to Enter Premises. County and County's agents, employees, and contractors may enter the Premises at any time to perform work, services or an inspection in response to any event or situation County deems an emergency. In addition, County, County's agents, employees, and contractors may enter the Premises at reasonable hours and upon reasonable notice to:

- a. Inspect the Premises; or
- b. Exhibit the Premises to prospective purchasers or leaseholders; or
- c. Investigate and determine whether Lessee is complying with Lessee's obligations under this Lease, including Lessee's obligations with respect to compliance with Hazardous Materials Laws (defined in Section 17.3.1); or
- d. Provide any service that this Lease requires or authorizes County to provide; or
- e. Post notices of non-responsibility or other legal notices; or
- f. Make repairs that this Lease requires or authorizes County to make; or
- g. Make repairs to any adjoining space or utility equipment or facilities; or
- h. Make repairs, alterations, or improvements to any other portion of the Premises or the County-owned property where the Premises is located; or

- i. Perform any work that may be necessary to comply with Laws; or
- j. Perform any work that County may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not perform the work promptly after receipt of written Notice from County; or
- k. Perform any work that County may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any County-constructed or County-owned property, facilities, or improvements on or off of the Premises.

All work performed by County will be completed as promptly as reasonably possible and in a manner that causes as little interference to Lessee as reasonably possible. Nothing in this Lease shall imply any duty on the part of County to do any work which, under any provision of this Lease, Lessee may be required to do, nor shall County's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the work. If County exercises any of County's rights under this Lease, Lessee shall not be entitled to any compensation, damages or abatement of Rent or Additional Rent from County for any resulting injury or inconvenience.

14.2 Lessee's Waiver of Damage Claims. Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss caused by County's entry onto the Premises. Where applicable, Lessee shall provide County with keys to unlock all of the doors in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). County shall have the right to use any means that County may deem proper to open entry doors to the Premises and passage doors within the Premises in the event of an emergency. County's entry onto the Premises by any means shall not be considered to be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor shall County's entry onto the Premises entitle Lessee to damages or an abatement of Rent, Additional Rent or other charges that this Lease requires Lessee to pay.

ARTICLE 15

QUIET ENJOYMENT

Upon Lessee's compliance with all requirements under this Lease, and subject to all rights of County under this Lease, Lessee shall peacefully and quietly have, hold and enjoy the Premises throughout the Term, without hindrance, ejection or molestation by County, or any person lawfully claiming through or under County.

ARTICLE 16
NOTICES

16.1 Notices. All notices, demands, requests or other communication required or permitted to be given under this Lease (“Notice” or “Notices”) shall be in writing, include a reference identifying this Lease by the “County Contract Number” shown on the cover page of this Lease, and shall be (i) delivered in person to an officer or an authorized representative of the other party, (ii) sent by United States Postal Service First Class Mail, postage prepaid, or (iii) sent using a nationally recognized courier delivery service, with proof of service, to the following addresses:

If to County: County of San Diego
Attention: Director, Department of General Services
c/o Asset Management Division
RE: County Contract Number 220033
5560 Overland Avenue
Suite 410
San Diego, California 92123

If to Lessee: Keith Miller, President
First Weed Wacker Aerosquadron
P. O. Box 2044
Lakeside, California 92040

Email: keeferm@cox.net

With a copy to: Jeff Coskey, Vice President
First Weed Wacker Aerosquadron
P. O. Box 2044
Lakeside, California 92040

Email: 67fastlane@gmail.com

Notices mailed by the United States Postal Service shall be deemed to have been given, delivered and received three (3) business days after the date the Notice is postmarked by the United States Postal Service. Notices delivered by a courier delivery service shall be deemed to have been given, delivered and received upon proof of service. All other Notices or other communications shall be deemed given, delivered and received upon actual receipt. At any time, County or Lessee may, by written Notice delivered pursuant to this section, designate a different address to which Notices shall be sent.

16.2 Default Notices. Notwithstanding anything to the contrary in this Lease, any Notice from County regarding a default by Lessee must be in writing but shall be deemed duly given or served upon Lessee by County attempting to deliver at the Premises during normal business hours a copy of the Notice to Lessee or if Lessee is not present at the Premises, Lessee’s

employee pursuant to State of California Code of Civil Procedure Section 1162(b) and by County mailing a copy of the Notice to Lessee in the manner specified in Section 16.1 of this Lease.

ARTICLE 17

MANDATORY PROVISIONS

17.1 Affirmative Action Program for Vendors. During the Term of this Lease, Lessee shall comply with the Affirmative Action Program for Vendors pertaining to employment of disabled persons, as set forth in Article IIIK (commencing at Section 84) of the San Diego County Administrative Code, which is incorporated into this Lease by this reference. Lessee is informed that County's Affirmative Action Program for Vendors provides that the requirements of the program shall not apply to any lessee, or subcontractor of a lessee, who has a regular, paid workforce of less than fifteen (15) employees. A copy of this Affirmative Action Program will be furnished to Lessee by County's Lease Administrator upon Lessee's request.

17.2 Compliance with Stormwater Laws. Lessee's use of the Premises is subject to all federal, state and local laws, statutes, regulations, ordinances, policies and guidelines ("Stormwater Laws") regarding the discharge of pollutants into the stormwater conveyance system. Lessee's compliance with Stormwater Laws may include requirements for Lessee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can include operational practices, water or pollutant management practices, physical site features, or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Lessee's use of the Premises may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Lessee is required to and shall use, operate, maintain, develop, redevelop and retrofit the Premises, as necessary, in accordance with Stormwater Laws restricting the discharge of non-stormwater at or from the Premises and Stormwater Laws requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Lessee shall develop, install, implement and/or maintain at Lessee's sole expense, any BMPs or similar pollution control devices required by Stormwater Laws and any implementing regulations or guidance. Lessee understands and acknowledges that the Stormwater Laws applicable to Lessee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Lessee's activities or development or redevelopment by Lessee or County. Lessee shall conduct annual stormwater training, perform regular stormwater self-inspections, maintain records of all stormwater training and self-inspections and provide all necessary documentation to County upon request. Lessee shall develop, install, implement, and maintain any additional BMPs and/or other pollution control practices at the Premises at Lessee's sole expense. To the extent there is a conflict between any federal, state or local law, Lessee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Lessee's failure to comply with Stormwater Laws, Lessee shall reimburse County for the entire amount of the

fine(s).

17.3 Hazardous Materials.

17.3.1 Hazardous Materials Laws - Definition. As used in this Lease, the term “Hazardous Materials Laws” means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations, or court decisions (including “common law”) relating to hazardous substances, hazardous materials, waste, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions, including without limitation the Resource Conservation and Recovery Act of 1976 (42 U.S.C., Section 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C., Section 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C., Section 1801 et seq.), the State of California Hazardous Waste Control Act and the Carpenter-Presley-Tanner Hazardous Substance Account Act (State of California Health and Safety Code Section 25100, et seq., and Section 25300, et seq.), the Safe Drinking Water and Toxic Enforcement Act (State of California Health and Safety Code Section 25249.5, et seq.), the Porter Cologne Water Quality Control Act (State of California Water Code Section 13000 et seq.), and the California Environmental Quality Act of 1970, and any amendments to, and regulations implementing, the foregoing.

17.3.2 Hazardous Materials - Definition. As used in this Lease the term “Hazardous Materials” means any chemical, compound, material, substance or other matter that:

a. Is a flammable, explosive, asbestos, radioactive nuclear medicine agent or waste, vaccine or pharmaceutical and related wastes, bio-hazardous waste or infectious agent (including but not limited to infectious bodily fluids), wastes with recognizable human blood or any human tissue, sharps wastes, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; or

b. Is controlled, referred to, designated in or governed by any Hazardous Materials Laws; or

c. Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws; or

d. Is any other material or substance giving rise to any liability, responsibility or duty upon County or Lessee with respect to any third person under any Hazardous Materials Laws.

17.3.3 Lessee’s Hazardous Materials Obligations. During the Term, or for a longer period as may be specified in this Lease, Lessee shall comply with the following provisions unless otherwise specifically consented to by County in a written Notice, which consent may be withheld at County’s sole discretion:

a. Lessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Lessee Parties, except as required by Lessee's permitted use of the Premises, except as required by the Permitted Uses.

b. Any handling, transportation, storage, treatment or usage by Lessee of Hazardous Materials that occurs on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.

c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which occur on the Premises following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises by Lessee at Lessee's sole expense, and any Hazardous Materials discharge shall be promptly reported in writing to County, and to any other appropriate governmental regulatory authorities.

d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises.

e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises.

f. Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises resulting from Lessee's use and occupancy of the Premises under this Lease in accordance with all applicable Hazardous Materials Laws and to the satisfaction of County.

g. Activities proposed by Lessee that involve disturbing asbestos materials on site shall only be conducted in accordance with all federal, state and local asbestos rules and regulations including, but not limited to, the United States Occupational Safety and Health Administration ("OSHA"), the United States Environmental Protection Agency ("EPA"), California Occupational Safety and Health Administration ("Cal/OSHA"), and the Air Pollution Control District ("APCD"), with prior written consent of County, as follows:

(1) Prior to conducting asbestos related activities, Lessee shall provide written Notice to County at least thirty (30) days in advance of the proposed work. The written Notice shall include the location of work, type of asbestos containing material ("ACM") to be removed and a work plan indicating the work practices and methods of control to be used during the abatement activity to control asbestos fiber release ("Work Plan"). County's Occupational Health Program shall review the Work Plan and may modify the Work Plan as necessary.

(2) Any asbestos related activities shall be performed by a contractor registered with Cal/OSHA and certified by the California Contractors State Licensing Board to perform asbestos work. Any asbestos related activities shall be overseen by a

California Certified Asbestos Consultant (“CAC”), or a Certified Site Surveillance Technician under the direction of a CAC.

(3) Replacement products used in the Improvements or other construction activities shall not contain asbestos. Any replacement products used by Lessee shall be verified as non-asbestos products by using Material Safety Data Sheets and/or having the architect or project engineer verify that ACMs were not used.

h. Lessee shall provide County with copies of all notices, reports, correspondence, and submissions made by Lessee to the OSHA, Cal/OSHA, the EPA and the APCD, and any other federal, state or local authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials Laws.

i. Lessee shall promptly notify County of any liens threatened or attached against the Premises pursuant to any Hazardous Materials Laws. If a lien is filed against the Premises, then within twenty (20) days following the filing or before any governmental authority commences proceedings to sell the Premises pursuant to the lien, whichever occurs first, Lessee shall either: (i) pay the Claim and remove the lien from the Premises; or (ii) furnish either (1) a bond or cash deposit reasonably satisfactory to County in an amount not less than the Claim from which the lien arises, or (2) other security satisfactory to County in an amount not less than that which is sufficient to discharge the Claim from which the lien arises. Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials Laws affecting the Premises.

17.3.4 Indemnification by Lessee. To the fullest extent permitted by law and in addition to and without limiting Lessee’s indemnification obligations in Section 12.1, Lessee (and, if applicable, each of Lessee’s general partners) and Lessee’s successors, assigns, and guarantors, if any, jointly and severally shall protect, indemnify, defend (with counsel selected by County), reimburse and hold County and County Parties harmless from any Claims that arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials, including the soil, ground water or soil vapor on or under the Premises. Without limiting the generality of the foregoing, the indemnification provided by this section shall cover all expenses incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Lessee during the course of Lessee’s alteration or improvement of the Premises.

17.3.5 Remedies Cumulative; Survival. The provisions of this Section 17.3 shall be in addition to any and all common law obligations and liabilities Lessee may have to County, and any remedies and the environmental indemnities provided for in this Section 17.3 shall survive the expiration or earlier termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of

California.

17.3.6 Inspection. County and County's agents, contractors, consultants, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by County, may (but without the obligation or duty so to do), from time to time during reasonable hours, or at any time in the event of an emergency, inspect the Premises to investigate and determine whether Lessee is complying with Lessee's obligations under this Section 17.3, including performance of environmental inspections and samplings. If County determines that Lessee is not in compliance with Lessee's obligations, County shall have the right, but not the obligation, in addition to County's other remedies available at law and in equity, to enter the Premises immediately or at any time deemed appropriate by County and take any action that County in County's sole judgment deems appropriate to remediate any actual or threatened contamination. County will use reasonable efforts to minimize interference with Lessee's use of Premises but shall not be liable for any interference caused by County's entry, inspection, investigation, sampling, or remediation efforts. Upon completion of any inspection, County will use reasonable efforts to repair any area of the Premises damaged by County's sampling and testing conducted as part of the investigation, provided that the restoration work and materials will be at Lessee's sole expense if County conducted the sampling and testing in response to Lessee's breach or default under this Lease.

17.4 Energy Conservation by Lessee. Lessee shall be responsible for using energy conservation measures in the operation of all activities on the Premises and shall comply with all existing and newly enacted Laws relating to the conservation of energy.

17.5 Energy Conservation. County is required to comply with all Laws requiring the installation of energy-efficient systems, fixtures, and equipment at County buildings and facilities. In accordance with all Laws and pursuant to the provisions of this Lease, Lessee shall maintain or repair, or cause to maintain or repair, the Premises, and related systems in accordance with current energy conservation standards.

17.6 Allocation of Costs for Energy Conservation Systems, Fixtures, and Equipment. During the Term of this Lease, County may be required to install new energy-efficient systems, fixtures, or equipment in the Premises or to serve the Premises. County shall be entitled to reasonably and equitably allocate the costs it incurs in connection with the installation of new energy-efficient systems, fixtures, or equipment. County shall be entitled to amortize the cost of any capital improvements to any building, machinery or equipment installed that is made or becomes operational during the Term of this Lease and which has the effect of reducing Lessee's expenses that otherwise would be billed as operating costs. County shall have the option of allocating additional operating costs to lessees or occupants at either the actual cost or at a level equal to the projected or proven, operating cost reductions to Lessee.

17.7 Water Conservation by Lessee. As applicable to the Permitted Uses, Lessee shall be responsible for using water conservation measures in the operation of all activities on the Premises. Lessee shall cooperate with County, and any local water district or public agency having jurisdiction over the Premises, in all practical and reasonable forms of water conservation

including drought-resistant landscaping, automatic flow-control irrigation systems, and low-flow plumbing fixtures and equipment as delineated in County Board of Supervisors Policy A-106 “Water Supply, Conservation, and Reclamation.” Lessee shall comply with all existing and newly-enacted Laws relating to the conservation of water and any mandated emergency water conservation orders from County and any local water district or public agency having jurisdiction over the Premises.

17.8 Recycling and Waste Reduction. Lessee shall comply with County recycling and waste reduction policies, procedures and programs as they apply to Lessee’s use of the Premises. Lessee shall conduct Lessee’s operations on the Premises in accordance with all applicable Laws pertaining to recycling and waste reduction.

ARTICLE 18

WAIVER OF RELOCATION ASSISTANCE BENEFITS

18.1 Relocation Assistance Benefits. Lessee is informed and acknowledges the following:

a. By entering into this Lease and becoming a tenant of County, Lessee may become entitled to receipt of “relocation assistance benefits” (“Relocation Benefits”) pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. Section 4601 et seq.) and/or the California Relocation Assistance Law (State of California Government Code Section 7270 et seq.) (collectively, the “Relocation Statutes”) should County at some time make use of the Premises in such a way as to “displace” Lessee from the Premises. Pursuant to the Relocation Statutes, County may then become obligated to make payments to Lessee even where the displacement of Lessee does not otherwise constitute a breach or default by County of County’s obligations pursuant to this Lease.

b. Under the Relocation Statutes in effect as of the Commencement Date, Relocation Benefits may include payment to a “displaced person” of (i) the actual and reasonable expense of moving himself or herself and a family, business, or farm operation, including Personal Property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed ten thousand dollars (\$10,000), or (iii) payment in lieu of moving expenses of not less than one thousand dollars (\$1,000) or more than twenty thousand dollars (\$20,000).

18.2 Lessee’s Waiver and Release of Relocation Benefits. In consideration of County entering into this Lease, Lessee waives any and all rights Lessee may now have, or may subsequently obtain, to Relocation Benefits arising out of County’s assertion or exercise of County’s contractual rights to terminate this Lease pursuant to its terms, whether or not the rights are contested by Lessee or any other entity, and releases County from any liability for payment of Relocation Benefits. Lessee does not waive Lessee’s rights to Relocation Benefits to the extent that Lessee’s entitlement to Relocation Benefits may arise out of any condemnation or pre-condemnation actions taken by County or any other public agency with respect to the Premises. Lessee shall in the future execute any further documentation of the release and waiver

provided by this article as reasonably required by County.

ARTICLE 19
ABANDONMENT

Lessee shall not vacate, abandon or permit the Premises to remain unoccupied for a period of longer than five (5) consecutive days during the Term of this Lease. If Lessee abandons, vacates or surrenders the Premises, or is dispossessed by process of law, or otherwise, then any Improvements (other than Improvements that County elects to keep pursuant to Section 11.1) or Personal Property belonging to Lessee that are left on the Premises shall, at the option of County, be deemed abandoned. County may dispose of any Improvements or Personal Property deemed abandoned in any manner provided by Laws and is relieved of all liability for disposing any Improvements or Personal Property. Lessee waives any right to notice Lessee may have under State of California Civil Code Section 1951.35 (“Section 1951.35”), the provisions of Section 2.4 being deemed notice to Lessee as required by Section 1951.35. These provisions shall not apply if the Premises are closed and business temporarily discontinued due to a Force Majeure event as defined in Section 21.11 of this Lease.

ARTICLE 20
EMINENT DOMAIN

20.1 Condemnation. If more than twenty-five percent (25.0%) of the total area of the Premises is condemned, taken or appropriated by any public or quasi-public authority under the power of eminent domain, police power or otherwise (or in the event of a sale in lieu thereof), either County or Lessee may terminate this Lease as of the date that the condemning authority takes possession by delivery of written Notice of the election within twenty (20) days after the party has been notified of the taking or, in the absence of a Notice, within twenty (20) days after the condemning authority has taken possession.

20.2 Continuation of Lease After Condemnation. If this Lease is not terminated by County or Lessee, or if less than twenty-five percent (25.0%) of the total area of the Premises is taken, the Lease shall remain in full force and effect as to the portion of the Premises remaining; provided, however, that the Rent shall be reduced in proportion to the reduction of the area of the Premises.

20.3 Allocation of Condemnation Award. Any and all payment, income, award, or any interest whatsoever which may be paid or made in connection with the taking of any part of the Premises or proceeds from the sale made under the threat of the exercise of the power of eminent domain, shall be the property of County, whether made as compensation for diminution of value of the leasehold estate, for the taking of the fee, or as severance damage; provided, however, that Lessee shall be entitled to any award for loss of or damage to Lessee’s Improvements, Personal Property and business good will.

20.4 Waiver. Lessee waives the provisions of State of California Civil Code Section 1265.130 allowing Lessee to petition the superior court to terminate this Lease as a result of a partial taking.

ARTICLE 21 **GENERAL PROVISIONS**

21.1 Authority and Legal Status. Lessee represents and warrants that it has full power and authority to execute and fully perform Lessee's obligations under this Lease pursuant to Lessee's governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of Lessee are the duly designated agents of Lessee and are authorized act on behalf of Lessee.

21.2 Brokers. Lessee warrants that Lessee has had no dealings with any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In addition to and without limiting Lessee's indemnification obligations in Section 12.1 of this Lease, if any broker makes a Claim for monies owed, Lessee shall indemnify, defend and hold County harmless from the Claim.

21.3 Captions. The captions, headings and table of contents appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

21.4 Lease Administration. This Lease shall be administered on behalf of County by the Director, Department of General Services or a designee (the "County's Lease Administrator"), and on behalf of Lessee by the President of the First Weed Wacker Aerosquadron or by another person designated in a written Notice by Lessee (the "Lessee's Lease Administrator").

21.5 County Approval. Except where stated in this Lease to the contrary, the phrases "County's approval" and "County's written approval" or similar phrases shall mean approval of County's Lease Administrator.

21.6 Lessee's Lease Administration. Lessee confirms that Lessee's Lease Administrator has been given full operational responsibility for compliance with the terms of this Lease. Lessee shall provide County with a written schedule of Lessee's normal hours of business operation on the Premises, and Lessee's Lease Administrator or a representative designated by Lessee shall be (i) available to County on a twenty-four (24) hour a day, seven (7) days a week, basis, and (ii) present on the Premises during Lessee's normal business hours, to resolve problems or answer questions pertaining to this Lease and Lessee's operations on the Premises.

21.7 Business Days. The term "business days" as used in this Lease means any calendar day other than a Saturday, Sunday, or official County holiday.

21.8 Cumulative Remedies. If a default under this Lease occurs, each party's remedies shall be limited to those remedies set forth in this Lease. The remedies under this Lease are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

21.9 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached to this Lease, constitutes the entire agreement between County and Lessee with respect to the subject matter of this Lease, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

21.10 Estoppel Certificate. Lessee shall at any time during the term of this Lease, within five (5) business days of written notice from County, execute and deliver to County a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of the modification. Lessee's statement shall include other details requested by County, such as the date on which the Rent and other charges are paid, the current ownership and name of Lessee, Lessee's knowledge concerning any outstanding defaults with respect to County's obligations under this Lease and the nature of any defaults. Lessee's statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver the statement within five (5) business days of written notice from County shall be conclusively deemed to mean that this Lease is in full force and effect, except to the extent any modification has been represented by County, that there are no uncured defaults in County's performance under this Lease, and that not more than one (1) installment of Rent has been paid in advance.

21.11 Force Majeure. If County or Lessee is prevented or delayed from performing any act or discharging any obligation under this Lease, except for any payment obligation of Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or Lessee's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of the act shall be excused for the period of the delay, and the period for performance of the act shall be extended for a period equivalent to the period of the delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial circumstances of Lessee.

21.12 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

21.13 Interpretation. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against either party.

21.14 Joint and Several Liability. If more than one person or entity executes this Lease

as Lessee, each person or entity executing this Lease is jointly and severally liable for all of the obligations of Lessee under this Lease.

21.15 Liquidated Damages. Any payments by Lessee to County under this Lease described as liquidated damages represent the parties' reasonable estimate of County's actual damages under the described circumstances, the actual damages being uncertain and difficult to ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth in this Lease. County may, at County's election, take any of the liquidated damages assessed in any portion of this Lease as direct monetary payments from Lessee and/or as an increase of Rent due from Lessee under this Lease.

21.16 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by County and Lessee.

21.17 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected by the determination. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21.18 Payments. Except as otherwise be expressly stated in this Lease, each payment required to be made by Lessee shall be in addition to, and not a substitute for, other payments to be made by Lessee under this Lease.

21.19 Successors and Assigns. This Lease shall be binding on and inure to the benefit of County and Lessee and their successors and assigns, except as may otherwise be provided in this Lease.

21.20 Time of Essence. Time is of the essence for each and every provision of this Lease.

21.21 Waiver. No provision of this Lease or the breach of any provision of this Lease shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by County of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of the term, covenant or condition of any subsequent breach of the term, covenant or condition, or of any other term, covenant or condition contained in this Lease. County's subsequent acceptance of partial Rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of County to a forfeiture of the Lease by reason of the breach, regardless of County's knowledge of the preceding breach at the time of County's acceptance. The failure on the part of County to require exact or full and complete compliance with any term, covenant, or condition shall not modify or waive any term, condition, or covenant, or estop County from any related enforcement. No custom or practice which may arise between County and Lessee in the course of administering this Lease shall be construed to waive, estop or in any way lessen County's right to insist upon Lessee's full performance of, or compliance with, any term, covenant or

condition of this Lease by Lessee, or to inhibit or prevent County's exercise of County's rights with respect to any default, dereliction or breach of this Lease by Lessee.

21.22 Singular and Plural. Words used in this Lease in the singular, where the context so permits, shall be deemed to include the plural. Words used in this Lease in the plural, where the context so permits, shall be deemed to include the singular.

21.23 Supersedure. This Lease, upon the Commencement Date, supersedes the Reservation and Maintenance Agreement [County Contract Number 214003] between County and Lessee executed on March 22, 2012, as amended, which shall be void and of not effect except as to any unpaid rent or late charges which may have accrued or any rights and remedies granted to County in that agreement.

ARTICLE 22 **SPECIAL PROVISIONS**

22.1 Director. The term "Director" as used in this Lease means the County's Director, Department of Parks and Recreation or a designee. Any Notice or consents required from the Director or the Department under this Lease shall be sent to the following address:

County of San Diego
Department of Parks and Recreation
Attention: Director
5550 Overland Avenue
Suite 410
San Diego, California 92123

22.2 Lessee's Organization. Membership in Lessee's organization may be denied on the basis of licensure, safety, or other criteria consented by the Director. Lessee shall notify the Director of any membership denials as they occur with the reason for the denial. Lessee shall not discriminate against a member or prospective member as provided in Section 5.5 Non-discrimination of this Lease. At the start of each Lease Year and at the request of the Director, Lessee shall provide the Director with a copy of Lessee's articles of incorporation, by-laws and rules. Lessee shall provide the Director with any proposed changes to the articles of incorporation, by-laws and rules during the term of this Lease. At the start of each Lease Year, Lessee shall provide the Director a list of their members.

22.3 Audit. County or County's representatives or agents may inspect, audit and copy any of Lessee's records related to this Lease including, but not limited to, records regarding Lessee's finances, by-laws, articles of incorporation, rules and regulations, membership, insurance, concessions, operations, status as a nonprofit corporation, corporate meetings, and other items related to this Lease. County may conduct an audit of Lessee's records related to this Lease semi-annually during each year of the Term.

22.4 User Fees. Subject to the provisions of Section 5.6 Fees of this Lease, Lessee may charge a reasonable fee to users and to participants for activities and special events to offset Lessee's operating expenses related to the Premises. No later than December 15 of each calendar year during the Term, Lessee shall submit a schedule of all anticipated activities and events and proposed fees to the Director for approval, which approval may be withheld, conditioned or granted at County's sole discretion. All fees collected by Lessee shall be used to maintain and operate the Premises and be related to the Permitted Uses. Lessee shall keep an accurate record of all fees collected and expended. The records related to fees and expenditures shall be provided to County upon demand.

22.5 Special Activities and Events. No later than December 15 of each year during the Term, Lessee shall provide to the Director a one-year calendar of proposed special events for the following year. A "special event" is defined as an event where model airplane pilots who are not members of Lessee's organization may use the Premises by invitation of Lessee. All special events must follow County permit requirements and Rules and Regulations of the Department.

22.6 Fire Training/Protection. Lessee shall conduct training sessions for its members on proper use of fire extinguishers and other fire suppression methods at least one (1) time per year during the Term. Lessee shall complete training documentation along with a sign-in sheet and keep the documentation on file. If a member of Lessee's organization observes a fire on the Property, the member shall immediately contact the Lakeside Fire Department or any successor agency to report the fire as well as notify the Director of the incident. Localized component fires such as batteries that are contained within sand buckets or are controlled on the pavement, gravel or dirt parking lot shall be monitored very closely and shall be immediately reported if the fire spreads. Lessee shall implement all measures that may be directed by the Director as necessary to prevent fires.

22.7 Service Calls to the Site. Lessee shall notify the Director of any calls of service to the site, including but not limited to law enforcement, fire department, emergency medical service, and others within twenty-four (24) hours.

22.8 Drugs and Alcohol. When on the Premises, Lessee and its employees, members, guests and volunteers shall not:

- a. Be impaired in any way because of being under the influence of alcohol or a drug.
- b. Possess an open container of alcohol or consume alcohol.
- c. Possess or be under the influence of a drug.
- d. Sell, offer or provide alcohol or a drug to another person.

22.9 Billboards and Signs. Lessee shall not place or cause to be placed on the Premises any billboards, banners, posters, or any other media advertising products, services or

any other item unless Lessee obtains the prior written consent of the Director. Lessee shall not install any sign, other than safety and rules/regulations signs, in or on the Premises without obtaining the prior written approval of the Director. Any billboards, banners, posters, or signs erected, installed, placed in violation of this section may be removed and disposed of by the County at Lessee's expense.

22.10 Affiliation. Lessee acknowledges that it is an independent organization and is not affiliated with any County department or division.

SIGNATURES

County and Lessee have duly executed this Lease as of the day and year written below. This Lease shall be effective as of the date of its execution by County's Director of the Department of General Services.

Lessee:

County:

First Weed Wacker Aerosquadron,
a California nonprofit corporation

County of San Diego,
a political subdivision of the State of California

By: Keith Miller
Keith Miller, President

By: Marko Medved FOR
Marko Medved, P.E., CEM, Director
Department of General Services

Date: 12/5/2020

Date: 12/17/20

Approved as to form and legality:

By: _____
Inna Zazulevskaya,
Senior Deputy County Counsel

any other item unless Lessee obtains the prior written consent of the Director. Lessee shall not install any sign, other than safety and rules/regulations signs, in or on the Premises without obtaining the prior written approval of the Director. Any billboards, banners, posters, or signs erected, installed, placed in violation of this section may be removed and disposed of by the County at Lessee's expense.

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Lessee:

County:

First Weed Wacker Aerosquadron,
a California nonprofit corporation

County of San Diego,
a political subdivision of the State of California

By: 
Keith Miller, President

By: _____
Marko Medved, P.E., CEM, Director
Department of General Services

Date: 12/5/2020

Date: _____

Approved as to form and legality:


By: 
Inna Zazulevskaya,
Senior Deputy County Counsel

EXHIBIT "A"
DESCRIPTION OF PREMISES
Location Map

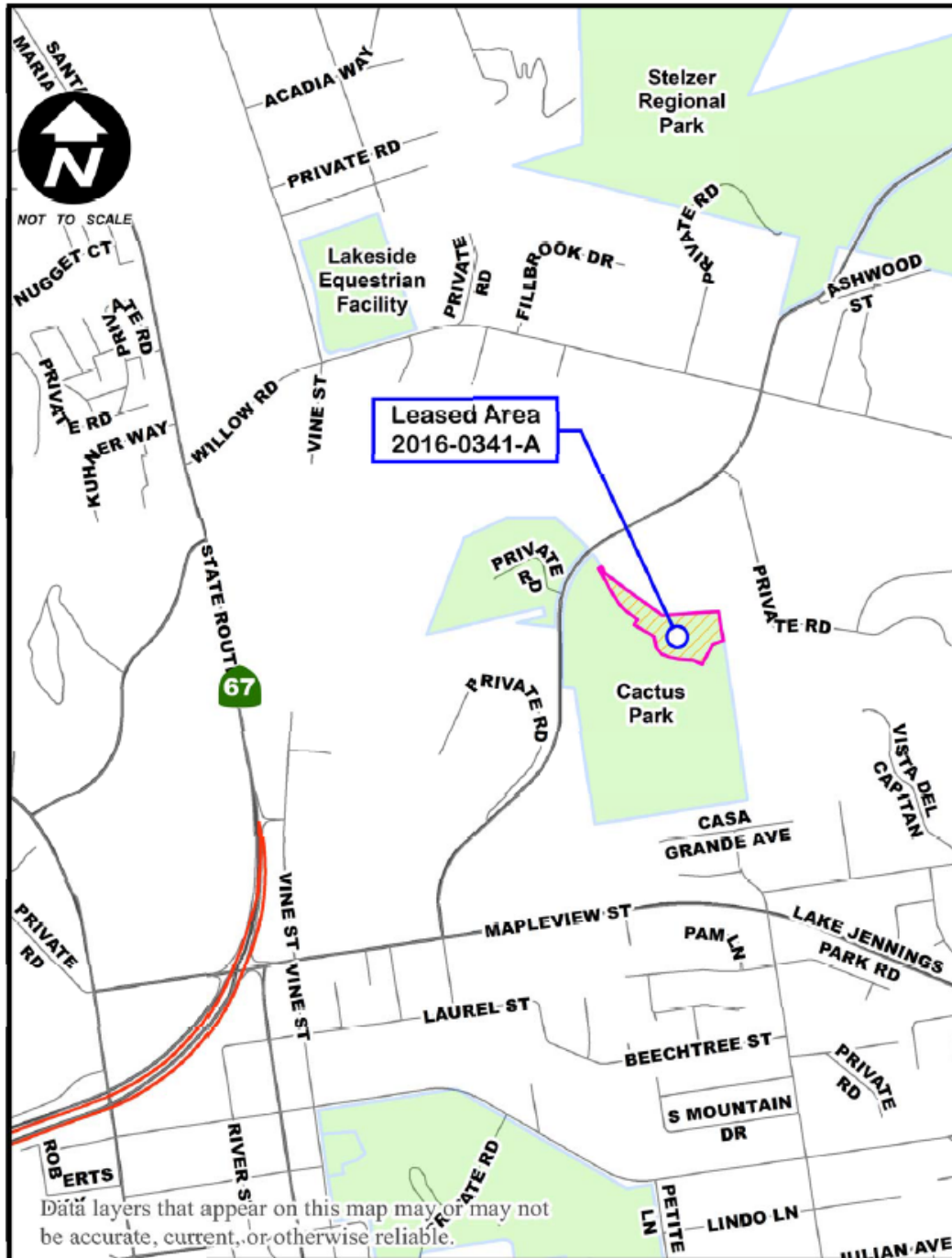
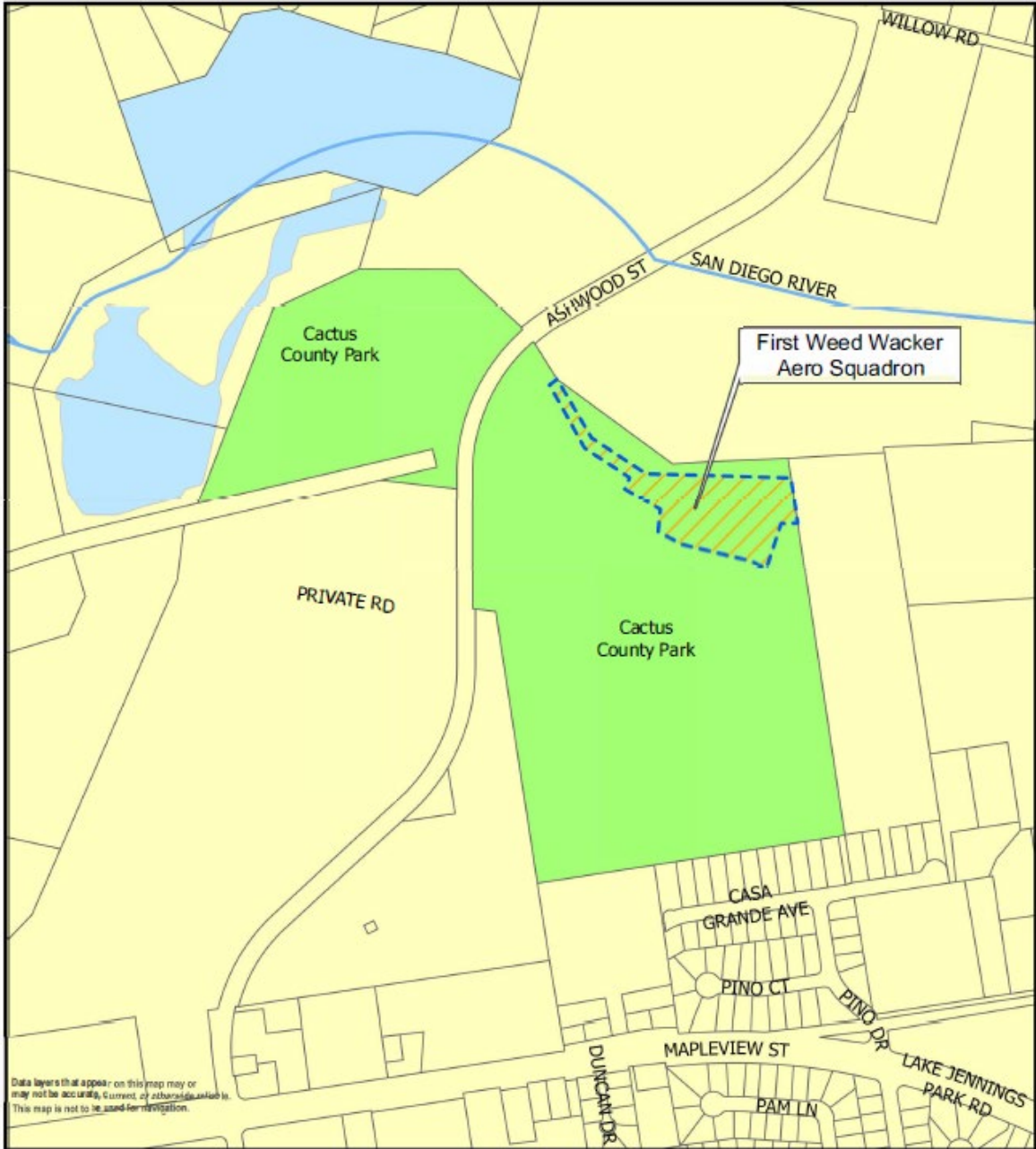


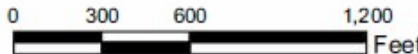



EXHIBIT "A"
DESCRIPTION OF PREMISES
Site Map



Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This map is not to be used for litigation.

   **Legend:**  **Portion of APN: 392-130-46**

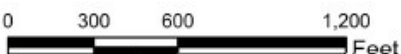


2023-01-10_SiteMap


FIG 010

EXHIBIT "A"
DESCRIPTION OF PREMISES



Data layers that appear on this map may not be accurate, current, or complete. This map is not to be used for legal purposes.



Legend:
 Portion of APN: 392-130-46

REGIS

EXHIBIT "A"
DESCRIPTION OF PREMISES
Depiction of Flight Operations Area

Flight operations are bounded by black lines indicated below. Operations area is contained within an 800-foot radius of coordinates 32°52'15.80"N - 116°54'43.50"W (white circle). All operations will be at or below 400 feet AGL.

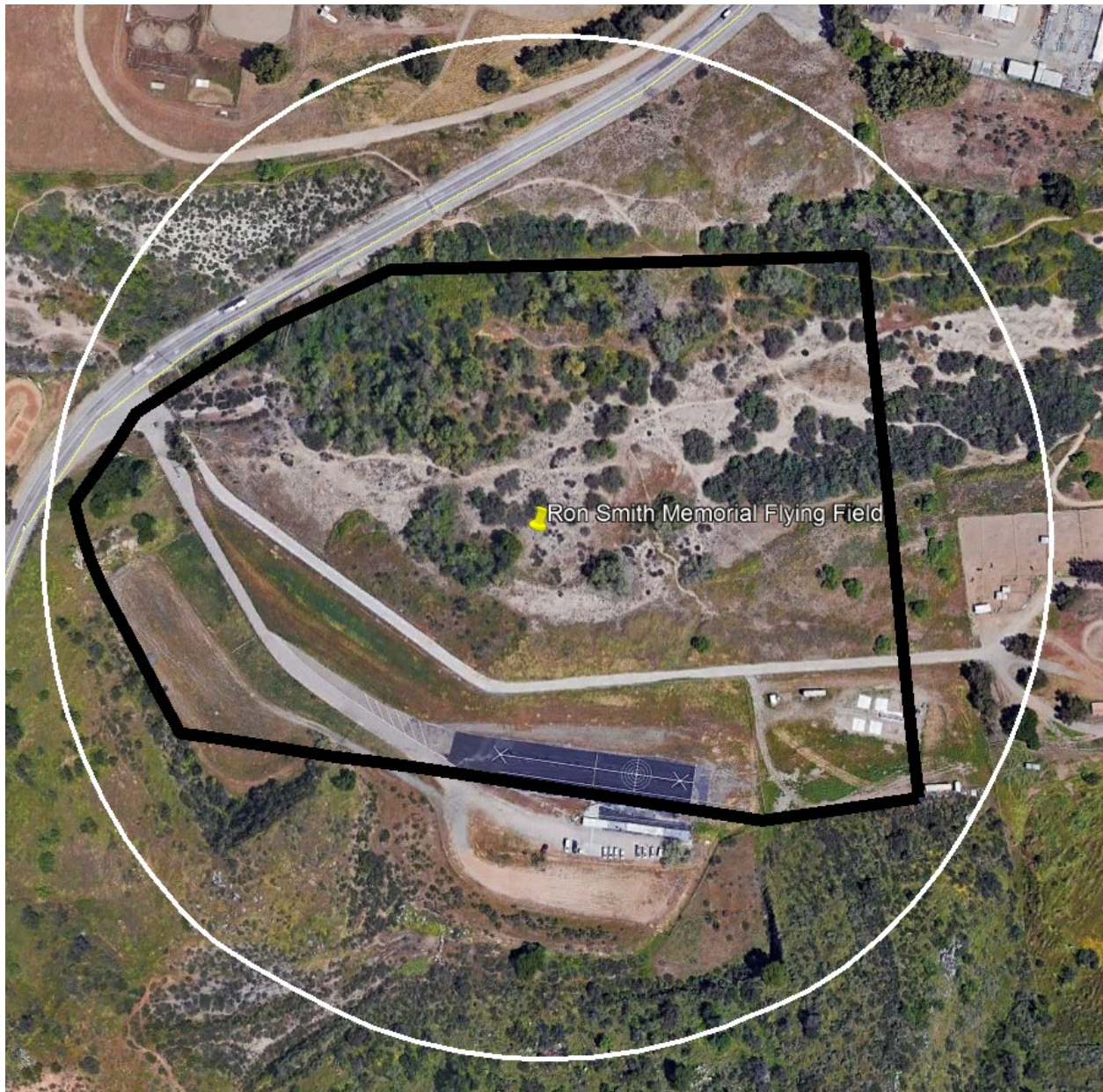


EXHIBIT “B”
INSURANCE REQUIREMENTS

In addition to and without limiting Lessee’s indemnification obligations in Section 12.1 of this Lease, Lessee shall provide and maintain during the Term and for any other period required in this Lease, at Lessee’s sole expense, the insurance described in this EXHIBIT “B” for use against Claims (defined in Section 12.1) for injuries to persons or damages to property which may arise from or in connection with Lessee’s operation and use of the Premises.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability. Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001.
- B. Automobile Liability. Automobile Liability covering all owned, non-owned and hired auto, Insurance Services Office form CA0001. Automobile Liability is not required if Lessee provides written Notice to County verifying that Lessee has no business automobiles.
- C. Workers Compensation. Workers Compensation, as required by State of California and Employer’s Liability Insurance. Workers Compensation is not required if Lessee provides written Notice to County verifying that Lessee has no employees.

2. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- A. Commercial General Liability. Commercial General Liability, endorsed for aviation/drone activity, including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be four million dollars (\$4,000,000) and shall be a Per Location Aggregate. Fire Damage Limit (Any One Fire): three hundred thousand dollars (\$300,000) and Medical Expense Limit (Any One Person): five thousand dollars (\$5,000).
- B. Automobile Liability. Automobile Liability: one million dollars (\$1,000,000) each accident for bodily injury and property damage. Automobile Liability is not required if Lessee provides written Notice to County verifying that Lessee has no business automobiles.

- C. Employers Liability. Employers Liability: one million dollars (\$1,000,000) each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of the County of San Diego. Employers Liability is not required if Lessee provides written Notice to County verifying that Lessee has no employees.

If Lessee maintains broader coverage and/or higher limits than the minimums stated above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Lessee. As a requirement of this Lease, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to County.

3. Deductibles and Self-Insured Retentions

Any liability deductible or self-insured retention must be declared to and consented to by County Risk Management. The property insurance deductible shall not exceed five thousand dollars (\$5,000) per occurrence and shall be borne by Lessee.

4. Other Insurance Provisions

The general liability and automobile liability policies (if applicable) are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement. The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Lessee including materials, parts, or equipment furnished in connection with the work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Lessee. General Liability coverage can be provided in the form of an endorsement to Lessee's insurance (at least as broad as ISO form CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).
- B. Primary Insurance Endorsement. For any Claims related to this Lease, Lessee's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, County's officers, employees, or volunteers shall be excess of Lessee's insurance and shall not contribute with Lessee's insurance.

- C. Notice of Cancellation. Lessee shall provide County with thirty (30) days prior notice of cancellation or non-renewal of any insurance Lessee is required to maintain pursuant to this Lease.
- D. Severability of Interest Clause. Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.
- E. Loss Payee Clause. Property policy shall name County as loss payee as its interests may appear. Loss, if any, shall be adjustable with and payable to County as trustee for all entities having an insurable interest, except in cases that may require payment of all or a proportion of the insurance to be made to a mortgagee as its interest may appear.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is consented to in writing by County Risk Management, which consent may be withheld at County's sole discretion.

6. Evidence of Insurance

Prior to the Commencement Date of this Lease, Lessee shall furnish County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this Lease. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty (30) days of the expiration of the term of any required policy. Lessee shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

The occurrence of one or more of the following events shall constitute a default by Lessee and a breach of this Lease:

- a. Failure to provide the insurance specified in this Lease.
- b. Failure to furnish certificates of insurance and amendatory endorsements.

- c. Failure to make the premium payments required by the insurance.

If a breach of the any of the foregoing requirements occurs, County shall have the remedies provided in Section 2.4 Lessee Default; County Remedies; Termination of Lease of this Lease.

8. No Limitations of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Lessee, and any approval of the insurance by County are not intended to and shall not in any way limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to this Lease, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required in this Lease and may require Lessee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Lessee may, with the prior written consent of County's Risk Management, which consent may be withheld at County's sole discretion, fulfill some or all of the insurance requirements contained in this Lease under a plan of self-insurance. Lessee shall only be permitted to utilize self-insurance if in the opinion of County's Risk Management, Lessee's (i) net worth, and (ii) reserves for payment of Claims of liability against Lessee, are sufficient to adequately compensate for the lack of other insurance coverage required by this Lease. Lessee's utilization of self-insurance shall not in any way limit or qualify the liabilities and obligations assumed by Lessee under this Lease, including, but not limited to, the provisions concerning indemnification.

11. Sublessees' Insurance

Lessee shall require any sublessee, and any sub-sublessee, of all or any portion of the Premises to provide the insurance coverage described in this Lease prior to occupancy of the Premises.

12. Waiver of Subrogation

Lessee and County waive all rights to recover against each other or against any other tenant or occupant of the Premises, or against the officers, directors, shareholders, partners, employees, agents or invitees of each other or of any other occupant or tenant of the Premises from any Claims against the other and from any damages to the fixtures,

personal property, Lessee's improvements, and alterations of either County or Lessee in or on the Premises, to the extent that the proceeds received from any insurance carried by either County or Lessee, other than proceeds from any program of self-insurance, covers any Claims or damage. Included in any policy or policies of insurance provided by Lessee shall be a standard waiver of rights of subrogation against County by the insurance company issuing the policy or policies.

**COUNTY OF SAN DIEGO
ADMINISTRATIVE MANUAL**

SUBJECT:	UNMANNED AERIAL SYSTEMS, OPERATION BY PUBLIC ON COUNTY PROPERTY OR FACILITIES	ITEM NUMBER	0050-02-11
EFFECTIVE DATE:	JUNE 4, 2019	PAGE	1 of 10

1. PURPOSE

This Administrative Manual Item is intended to provide regulation, and baselines and guidelines for departmental regulation, of non-County owned or operated Unmanned Aerial Systems (“UAS”; as defined herein) on County Property and County Facilities to the extent allowed under the law. This Administrative Manual Item does not apply to County-owned or County-operated UAS.

2. BACKGROUND

The Federal Aviation Administration (FAA) has adopted regulations and rules pertaining to commercial and recreational operation of UAS pursuant to Public Law 112-95, the FAA Modernization and Reform Act of 2012, Subtitle B Unmanned Aircraft Systems.

Title 14 Code of Federal Regulations Part 107 (14 CFR Part 107) governs commercial and business use. 14 CFR Part 107 sets forth Operating Rules (Subpart B) and pilot qualifications and certification requirements (Subpart C).

14 CFR Part 101, Subpart E (sections 101.41 and 101.43) is the Special Rule for Model Aircraft in 49 USC 40101 (PL 112-95 section 336).

The FAA also provides a wealth of information about flying UAS on its website. See, for example, https://www.faa.gov/uas/getting_started/fly_for_fun/ ; <https://www.faa.gov/uas/faqs/>; and https://www.faa.gov/uas/resources/uas_regulations_policy/

Federal laws and regulations currently preempt State and local agency regulation in those areas covered by the Federal laws and regulations. The Courts and FAA recognize there is some room for local regulation, but it is very limited. The state of the law is in flux and this Administrative Item will be revised when appropriate.

In brief, the County may generally regulate UAS operation within the confines of “land use and zoning” and traditional “police power” related to public safety and well-being of persons and property on the ground.

3. AUTHORITY AND ENFORCEMENT

Adoption and enforcement of these regulations are authorized by County Code of Regulatory Ordinances sections 43.101 – 43.103.

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No person shall refuse or fail to comply with these regulations or disregard, deface, alter or tamper with any warning or instructional sign located in a County Facility or on County Property. Persons violating these regulations may be ordered to leave County Property or County Facilities by any law enforcement officer or other person designated by the Chief Administrative Officer. (County Code of Regulatory Ordinance section 43.102.)

Violations of these regulations shall constitute a misdemeanor except where charged as an infraction. (County Code of Regulatory Ordinance sections 43.103 and 11.116.)

4. SCOPE

This Administrative Manual Item applies to all County departments or offices but does not apply to County-operated UAS. This Item applies to all County Property and County Facilities as defined herein to the extent allowed by law, contract, and any other document governing the use of the County Property or County Facility.

5. DEFINITIONS

UAS – For purposes of this Administrative Manual Item, the term “unmanned aerial system(s)” (or UAS) means “small UAS” (or sUAS) governed by 14 CFR Part 107 or “Model Aircraft” as defined by Public Law 112-95 § 336 and governed by 14 CFR Part 101, Subpart E.

County Property – For purposes of this Administrative Manual Item, the term “County Property” means (1) real property owned by the County of San Diego, or (2) property over which the County has authority to exercise regulatory control relating to the operation of UAS.

County Facility – For purposes of this Administrative Manual Item, the term “County Facility” means any form or type of building or structure (1) owned by the County, or (2) in which the County has authority to exercise regulatory control over the facility relating to the operation of UAS.

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6. POLICY

General Policy

6.1 UAS flight operation from, over, on or in County Property and County Facilities shall be controlled and regulated to the extent permissible under State and Federal law and, where applicable, contracts or other documents governing the use of the County Property or Facility.

6.2 This Policy establishes (A) certain baseline regulations that apply to the entire County organization and infrastructure and (B) guidelines for departmental UAS regulations that address particular departmental needs, bearing in mind the limits on County regulation.

6.3 This Administrative Manual Item applies to all departments and all non-County UAS operators as appropriate.

6.4 Department heads have the authority to impose particularized rules, regulations or specialized conditions on use that are specific to a department, organization, property, facility or set of circumstances. If a Department Head exercises this authority, the particularized rules, regulations or specialized conditions shall be in writing and forwarded to the Chief of Staff for the Chief Administrative Officer for inclusion and posting as appendix to this Administrative Item.

6.5 The Regulations appearing in Sections 7 – 10 of this policy below shall be available on the County website. Additional regulations adopted at the departmental level shall also be made available on the County website. Where practicable, signs should be posted advising that UAS operations are regulated.

7. REGULATIONS

UAS Operations On, Over Or In County-Owned Property Or Facilities

In accordance with the preemption principles and other limitations noted above, the County may restrict and/or regulate the operation of UAS by persons who are on or in County Property and County Facilities. The County may also

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regulate UAS operation to the extent there is danger to the safety or health of persons on or in County Property or County Facilities.

7.1 Outdoor County Property Open To The Public

UAS may be operated by persons on County Property under the following conditions:

7.1.1 All FAA rules and regulations must be followed. Following FAA regulations is a matter of public safety. Violation of FAA regulations is considered a danger to the public. Persons operating UAS while on County Property who are observed violating FAA regulations will be asked to leave and/or be cited.

7.1.2 No ordinance, regulation or rule has been enacted or adopted prohibiting UAS operation by persons on County Property.

7.1.3 The UAS operator is at least 25 feet away in linear ground distance from any other UAS operator.

7.1.4 UAS may not be launched or landed within 25 feet of any, permanent or temporary structure, or vehicle on County Property. A UAS that is launched or operated from County Property shall not be flown within 25 feet of any person other than the UAS operator and her or his immediate party if any, permanent or temporary structure or vehicle on County Property.

7.1.5 All ordinances, rules and regulations otherwise governing the use of and permission to be on the County Property must be obeyed.

7.1.6 UAS shall not be flown in a careless or reckless manner.

7.1.7 All special conditions imposed by the County must be obeyed. See Section 7.4 below.

7.2 Indoor UAS Operations at County Facilities

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7.2.1 UAS flights are not allowed inside County Facilities without express written permission from the Chief Administrative Officer or delegated authority that specifies in detail the exact areas of the permitted UAS flight operation and the conditions under which the flight operation must be conducted.

7.2.2 Any use of indoor areas must not conflict with County programs and events and must be compatible with the purpose of the County Facility or the particular area to be used.

7.2.3 UAS usage must not interfere with the business operations of the County Facility.

7.2.4 Indoor use will not be permitted in confined indoor areas where the interior contiguous floor space is less than 2000 sq. ft. For purposes of this rule, "interior contiguous floor space" means floor space undivided by floor-to-ceiling walls regardless of whether there are doors or windows.

7.2.5 UAS shall not be flown in a careless or reckless manner.

7.2.6 All special conditions imposed by the County must be obeyed. See Section 7.4 below.

7.3 County Property Not Open To The Public Or With Controlled Access

Certain County Property is designated as "no public access" or "limited public access" in accordance with Federal, State and local law. For purposes of this section, such County Property is referred to as "County Restricted Access Property".

7.3.1 Specific written permission from the Chief Administrative Officer or delegated representative is required in order to operate a UAS from County Restricted Access Property.

7.3.2 A person operating a UAS on County Restricted Access Property with the permission required by section 7.3.1 must adhere to all requirements set forth in sections 7.1 and 7.2.

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7.3.3 All special conditions imposed by the County must be obeyed. See Section 7.4 below.

7.4 Specific Rules; Special Conditions

7.4.1 As noted in the statement of General Policy, the Chief Administrative Officer and/or delegated representatives may impose particularized rules, regulations or specialized conditions on use that are specific to a department, organization, County Property, County Facility or set of circumstances. Such particularized rules, regulations or specialized conditions shall be in accord with Federal, State and local law.

7.4.2 The County, its departments or agencies may institute a permit-required policy and procedure pursuant to Section 9 below. (All commercial UAS operations must be by permission as outlined in Section 8 below.)

7.4.3 The County, its departments or agencies may require notice or signage be physically present on their controlled properties before and during UAS usage. When a UAS will be used on these County properties where notice is required, this notice shall (A) be a temporary sign or banner stating the date and time of the use and will be placed in an area designed for such notices on the County Property, e.g., a sign or public information kiosk; (B) be placed at the County Facility at least two hours in advance of the UAS usage; (C) be immediately removed after UAS activities are completed.

7.5 UAS Operations On or In County Facilities or County Property by Persons Not Located on County Property or in a County Facility.

7.5.1 Except as may be specifically authorized by the County, no UAS shall be landed on or launched from County Property or County Facility, or landed on or flown into and inside a County Facility, by a person who is not on County-owned Property within direct line of sight of the UAS. Such prohibited operation is a threat to public safety.

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7.5.2 For the safety of persons and property on County Property, UAS shall not be flown within 25 feet of any person, permanent or temporary structure, or vehicle on County Property.

8. Commercial UAS Operations

Operation of non-recreational, non-“model aircraft” UAS for commercial or business purposes (“commercial UAS operation”) must adhere to all requirements of this Administrative Item not in conflict with this section.

Commercial UAS operation by persons on County Property or on or in County Facilities requires prior written permission from the department or agency of the County that controls the County Property or County Facility.

8.1 Persons requesting to operate UAS for commercial purposes on County Property or in or on County Facilities must:

- a. Request permission four business days in advance of the expected operation date and time.
- b. Receive written permission to use specific facilities or properties from the County department or agency controlling access to the property.
- c. Provide to the County proof of appropriate insurance coverage.
- d. Provide proof of compliance with all the requirements of 14 CFR Title 14 Part 107 Subpart C relating to Remote Pilot Certification.
- e. Agree to comply with all applicable FAA regulations.
- f. Agree to defend, indemnify and hold harmless the County of San Diego from any liabilities, losses, claims or damages resulting from commercial UAS activities on or in County properties.
- g. Agree to maintain a valid permit of access for the duration of all operations. All access is granted as “single use” event permission(s) unless otherwise stated by the County department or agency controlling access to the specific County Property.
- h. Not delegate or assign their permission or access to any other party.

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- i. Agree that permission may be revoked at any time for any reason.

8.2 County Film Permitting Procedures

Persons or entities desiring to conduct filming on County property must comply with County Film Permitting Procedures as promulgated by the Chief Administrative Officer.

8.3 Appeals

If a request made pursuant to this section is denied, the applicant may appeal to the Appointing Authority for the County staff who denied the request.

9. Requests For Recreational Use Access; Departmental Requirements

Launching, landing and operation of UAS for non-commercial, non-governmental, recreational or hobbyist purposes by persons on County Property generally does not require written permission as long as all other applicable requirements herein are met. As set forth above, permission is always required for UAS operation in or on County Facilities.

However, the County and/or its departments may impose a requirement for written permission to operate UAS while on County Property. Such requirement may be temporary or permanent.

If such a requirement is imposed, it shall include, but not necessarily be limited to, the following conditions:

9.1 Persons requesting permission to operate UAS for recreational or hobbyist purposes on County Property must:

- a. Request permission one business day in advance of the proposed use date and time.
- b. Provide proof of insurance upon request.
- c. Affirm that their UAS operation is not for commercial purposes.

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- d. Agree to comply with all Federal, State and local laws and all FAA regulations.
- e. Agree to defend, indemnify and hold harmless the County of San Diego from any and all liabilities, losses, claims or damages resulting from UAS activities on County properties.
- f. Agree to maintain a valid permit of access for the duration of all operations. All access is granted as “single use” event permission(s) unless otherwise stated by the County department or agency controlling access to the specific County Property.
- g. Agree that no person other than the permittee will operate the permitted UAS.
- h. Not delegate, assign, or allow the use of their permit or permission by any other party.
- i. Agree that permission may be revoked at any time for any reason.

9.2 Appeals If a request made pursuant to this section is denied, the applicant may appeal to the Appointing Authority for the County staff who denied the request.

10. Requests For Access From Other Government Agencies

Non-County government agencies may from time to time desire to launch, land and operate UAS from or on County Property. Such agencies shall obtain permission from the County unless otherwise specifically authorized by law.

10.1 All such requests shall comport with the requirements set forth below. The County may waive any of the requirements at its discretion.

- a. Provide evidence of compliance with all the requirements of 14 CFR Title 14 Part 107 Subpart C relating to Remote Pilot Certification.
- b. Provide evidence of insurance or self-insurance.
- c. Provide appropriate defense and indemnification.
- d. Provide description of the activities to be undertaken.
- e. Agree to comply with all applicable FAA regulations.
- f. Agree that permission may be revoked at any time for any reason.

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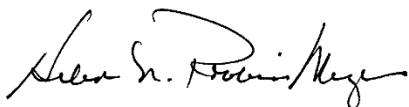
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10.2 Appeals

If a request made pursuant to this section is denied, the applicant may appeal to the Appointing Authority for the County staff who denied the request.

Approved:



Helen N. Robbins-Meyer
Chief Administrative Officer

Responsible Department(s):

All
County Counsel

CROSS-REFERENCES

Administrative Manual Item 0300-06 (County UAS)

DEPARTMENT OF PARKS AND RECREATION
RULES AND REGULATIONS SPECIFIC TO
FIRST WEED WACKER AEROSQUADRON

TYPES OF USE

1. Model Aircraft Operation Only. Pursuant to Section 5.1 of the Lease, Lessee shall use the Premises for the sole purpose of flying model aircraft and the public education of flying model aircraft. Model aircraft is an unmanned aircraft that is

- a. Capable of sustained flight in the atmosphere
 - b. Flown within visual line of sight of the person operating the aircraft
 - c. Flown for hobby or recreational purposes
- (PL 112-95 section 336(c).)

2. Federal Law and Regulation. Model Aircraft, as described herein, are recreational or hobbyist small Unmanned Aircraft Systems (“sUAS” or “UAS” for purposes of this Agreement) that are governed by Title 14 Code of Federal Regulations (“CFR”) Part 101, Subpart E, section 101.41 and 101.43.

3. National Organization Safety Guidelines. 14 CFR 101.41(b) requires UAS operation in accordance with a community-based set of safety guidelines and within the programming of a nationwide community-based organization. For purposes of this Agreement, Lessee shall be a charter club of the Academy of Model Aeronautics (AMA), and abide by the Official AMA National Model Aircraft Safety Code (AMA 105), or any successor code or regulations, including but not limited to the general requirement that Model Aircraft shall not be flown in a careless or reckless manner.

4. Maximum Weight. 14 CFR 101.41(c) limits UAS to not more than 55 pounds with certain exceptions. For purposes of this Agreement, UAS are limited to weighing not more than 55 pounds on takeoff, including everything that is on board or otherwise attached to the aircraft. (14 CFR 107.3.)

5. No Interference with Manned Aircraft. UAS shall be operated in a manner that does not interfere with and gives way to any manned aircraft. (14 CFR 101.41(d).)

6. Airports. When flown within 5 miles of an airport, the operator of the UAS shall provide the airport operator and the airport air traffic control tower (when an air traffic facility is located at the airport) with prior notice of the operation. (14 CFR 101.41(e).)

7. Types of UAS. Lessee shall only use or permit the following types of UAS:

- a. Fixed wing aircraft
- b. Rotary wing aircraft to include single-rotor helicopters and multi-rotor helicopters (commonly referred to as quadcopters or “drones”)

- c. Lifting bodies, parasails
- d. Control line (tethered) models

8. Propulsion Methods. Lessee shall only use UAS with the following propulsion methods by implementing propeller or ducted fan systems:

- a. Combustion engines using methanol-based fuel (also known as “nitro” engines), petroleum or gasoline based (akin to “weedwacker” engines) and diesel engines.
- b. Electric motors, generally powered with lithium-polymer or nickel alloy batteries.

9. Propulsion Methods Not Permitted. Lessee shall not use the following model or propulsion types of aircraft:

- a. Turbine power (jets)
- b. Rockets or pyrotechnics

10. First Person View (FPV) Operation. FPV refers to the operation of a radio-controlled UAS using an onboard camera’s cockpit view to orient and control the UAS. FPV operation shall be in accordance with AMA Document 550 (or its successor documents), including but not limited to the following:

- a. All FPV flights require an AMA FPV pilot to have an AMA FPV spotter next to him or her maintaining VLOS with the FPV sUAS throughout its flight
- b. The AMA FPV spotter must communicate with the AMA FPV pilot to ensure that the FPV UAS remains within VLOS, warning the FPV pilot of approaching aircraft, and when avoidance techniques are necessary.

RULES AND REGULATIONS

1. UAS Flight Operations. UAS flight operations are to occur only within the boundaries of the airspace depicted in EXHIBIT “A” of the Lease and are further subject to the provisions of Sections 5.1.1.2 and 5.1.1.3 of the Lease.

2. Storage. Lessee may store or leave the following personal property or equipment on or in the Premises:

- a. Outdoor chairs, work tables, picnic table and benches, and trash receptacles.
- b. Lessee may maintain storage enclosures on the site. All storage enclosures shall be securely locked at all times when the Premises are unattended.

Storage enclosures include:

- i. A safety locker for secure storage of at least two (2) fire extinguishers, two (2) shovels and first aid supplies. Lessee shall maintain in the Premises one (1) or more covered bucket(s) of sand, at least one (1) of which shall be located near the fire equipment locker.
- ii. An enclosed trailer for secure storage of club-owned field maintenance tools and event support equipment.

Lessee shall obtain the prior written consent of the Director if any additional storage of property or equipment is requested. Upon the expiration or earlier termination of the Lease, Lessee shall promptly remove all of Lessee's personal property from the Premises. If any personal property belonging to Lessee remains on the Premises ten (10) days after the expiration or earlier termination of the Lease, County may dispose of the personal property in accordance with law.

3. High Fire Danger Days. Lessee shall not fly any UAS on "red flag warning" (high fire danger) days as established by the National Weather Service.


4. Authorized Flying Member. Only a member in good standing who has attended a seminar on "Proper Electric Airplane Protocols" or a successor seminar and who is a "Certified Electric Airplane Pilot" may fly UAS. Any other party wishing to fly UAS with an electric motor may only do so under the supervision of a member of Lessee who is a "Certified Electric Airplane Pilot".

5. Operating Telephone. Lessee shall ensure that there is at least one (1) operating cellular/mobile telephone on the Premises at all times when UAS is being flown.

6. Lithium Polymer (LiPo) Batteries. Lithium polymer batteries ("LiPo Batteries") shall be charged only on the asphalt of the pits located on the Premises or on a designated table and must never be charged in a vehicle or in a model airplane. LiPo Batteries must be charged in a fireproof container provided by a member of Lessee or a guest. The surface of designated charging tables for LiPo Batteries shall be fireproof and be constructed using a material that does not conduct electricity.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK
THE SIGNATURES ARE ON THE FOLLOWING PAGE**

By signing in the space below, Lessee acknowledges receiving and signing a copy of the Department of Parks and Recreation Use Regulations Specific to First Weed Wacker Aerosquadron.

By: 

Date: 12/5/2020

By: _____

Date: _____